BILL NO. S-86-08-17 (as amended)

SPECIAL ORDINANCE NO. S-144-86

AN ORDINANCE approving the Street Light Contract #180-86 - Wheatridge Addition, Section #1, between the City of Fort Wayne, Indiana and The Weikel Line Co., Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Street Light Contract #180-86 - Wheatridge Addition, Section #1, between the City of Fort Wayne and The Weikel Line Co., Inc., by and through its Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects. The work under said Street Light Contract requires:

the installation of underground ornamental lighting system for lots 1 through 122;

the Street Light Contract price is Fifty-Eight Thousand Seven Hundred Eighty-Eight and 76/100 Dollars ($58,788.76).

SECTION 2. Prior Approval was received from Common Council with respect to this Street Light Contract, on August 5, 1986. Two (2) copies of the Street Light Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by _____, seconded by _____, and duly adopted, read the second time by title and referred to the Committee _____ (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: _____

_____
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-26-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-144-86 on the 26th day of August, 19 86,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of August, 19 86, at the hour of 11:00 o'clock ~~A~~ M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 27th day of August, 19 86, at the hour of 2:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

Invitation For Bids/Award of Contract*

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: Wheatridge Addition Section #1 CONTRACT#: 180-86

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1 - S2	Schedule
X	S3 - S4	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
		Plans and Specifications
X		Drawings
X		**Specification and Special Provision**

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		**CERTIFICATION OF NON SEGREGATED FACILITIES**
X		**Barricades**

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days ____%	20 Calendar Days ____%	30 Calendar Days ____%	Other ____%

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * * * *

BID SUBMITTED

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

THE Weikel Line Co., Inc

CONTRACTOR

BY: Don Walkup

ITS: V-President

OFFER DATE: 7-16-86

BIDDER AGREES TO KEEP BID OPEN FOR ACCEPTANCE FOR ____ (90 days unless otherwise specified)

COMPLIANCE: 866

C. 6/86

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

David J. Reed

Laurence D. Conrad

CITY OF FORT WAYNE
MAYOR

Win Moses Jr.

AWARD DATE: 7-23-86

B.O.W. NON-FEDERAL

AWARD WILL BE MADE ON THIS FORM

APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE

DATE

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

July 16 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 16th day of July, 19 86, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

WHEATRIDGE SECTION #1 Res. 180-86

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of 10 percent (10 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. _____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership _____%.

B. _____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm _____ (cross out inapplicable provision) is a joint venture partner.

The MBE/~~WBE~~ firm (cross out inapplicable provision) shall have ~~25~~ % participation (employees) ~~5~~ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ~~50~~ %. (cross out inapplicable provision) ~~50~~ %

C. The undersigned commits 8 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. WEST ACRES NURSERY	[redacted] 2923 BURMA Rd	LANDSCAPING
2.		
3.		

D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: WAS UNABLE TO LOCATE WBE OWNED FIRM.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

WEIKEL LINE CO., INC. CORPORATE SEAL INDIANA 1977

Contractor THE WEIKEL LINE

By DON WALDROP

Its V-PRESIDENT

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 25 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: N/A.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

N/A

(attach additional sheets if necessary)

Contractor THE WEIKEL LINE C

By Don Waldrop

Its Vice-President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☒ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, ~~materials~~ equipment, and power for the complete performance of the following project:

Wheatridge Addition Section #1

All work will be performed in accordance with: Resolution # 180-86 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 16th day of July, 1986.

THE WEIKEL LINE Co, Inc
Name of Corporation

By: Don [illegible]
President

THE WEIKEL LINE CO. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

Dated this 16 July 86

ATTEST: Notary
C. Dalton Dezer

Comm Expires 5-17-89

Resolution Number 180-86 DATE 7/16/86

PROJECT NAME: Street Lighting - WHEATRIDGE ADDITION - SECTION I

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
001	Install 16' Blk Alum. Pole-4' Deep w/Poleset	52 EA	100.00	5200	00
002	Install TC 100R Luminaire & Lamp	52 EA	60.00	3120	00
003	Trench in Earth - 20" Deep	5,025 LF	.90	4522	50
004	Bore or push 1½" tubing under streets, drives, trees, etc...	2,075 LF	4.50	9337	50
005	Install 2/C#6 AWG Wire in trench or conduit	7,860 LF	.35	2751	00
006	Fine Grading, Seeding and Mulch	5,129 LF	.35	1795	15
	TOTAL BID				
				$ 26726	15

ck by RCJ/SLE 7/16/86

WHEATRIDGE ADDITION - SECTION I

STREET LIGHTING MATERIAL LIST

☒ NEW CONSTRUCTION
☐ MAINT.

Stock No	ISS'D	REQ'D	MAST ARMS
14-31			6 FT Wood POLE
14-33			30" " "
14-34			4 FT " "
14-36			6 FT " "
14-37			8 FT " "
14-38			12 FT 1½" "
14-40			16 FT 1½" "
14-43			6 FT 2" " "
14-45			12 FT 2" " "
14-46			16 FT 2" " "
14-166			6 FT 2" CONCRETE POLE
14-172			15 FT 2" " "
14-485			11 FT 10" 2" ALUM POLE
14-489			8 FT 1-WAY TRAFFIC + LIGHTING
14-480			16 FT 2" FOR ALUM. POLE
14-482			8 FT 2" " " "
14-497			15 FT 2" FOR 50FT POLE
14-492			8 FT EXT 14-490 POLE
			FIXTURES
14-69			RMA. 117
14-104			175 WA TOWN & COUNTRY
14-139			400 " " " "
14-175			SING. STYLEAIRE
14-176			TWIN STYLEAIRE
14-342			400 WATT MERC W/PC
14-345			400 " " N/PC
14-357			6 SIDED HEADS 175W
14-358			175 W LAWN AIRE
14-362			4 SIDED HEADS
14-356			175 W PACKAGE LIGHT
14-365			175 W W/PC
14-366			175W OPEN
14-367			175 W N/PC
		52	100 W. Sodium TAC
			150 W " ENCLOSED
14-324			250W " "
14-325			400W " "
14-326			1000 W " "
14-387			250 W " ELEC
			400 W. FLOOD MERC.
			1000 W " "
			1500W QUARTZ NB
			" " NB
			" " WB
			2 LAMP FLUOR.
			4 " "
			SOCKET POSITION
			POLES
14-71			10 FT FOR RMA
14-149			25 FT ALUM FOR TRANS. BASE
14-163			25 FT CONCRETE (IN LINE)
14-163X			" " " (DEADEND)
14-164			28 FT " "
14-165			28 FT " (IN LINE)
14-174			27 FT " Bolt Down
14-450		52	16 FT EMBEDDED BLK
14-452			16 FT " SILVER
14-454			12 FT ANCHOR BASE BLK
14-456			12 FT " " SILVER
14-458			8 FT " " BLK
14-470			30' " " UNDERGROUND
14-472			30' " " O.H. IN LINE
14-474			30' " " DEAD END
14-476			35' " " UNDERGROUND
14-478			35' " " 2-BKT
14-479			35' " " 1-BKT
14-480			35' " " TRANS. BASE
14-491			TRANS BASE - 35' POLE
14-495			50' ALUM W/TRANS. BASE
14-496			TRANS BASE - 50' POLE

Stock No.	ISS'D	R-Q'D	WIRE
4-100			2/c #12 UF
4-120			2/c #10 UF
4-156			1/c #8 UF
4-188			#8 VULKENE
4-360			2/c #6 ALUM.
4-363			3/c #4 ALUM.
4-350			1/c #4 UF
4-355			2/c #4 UF
4-340			3/c #2 DUCT-CABLE
18-44		1350	1/c #12 TW
		7860	2/C#6 Tray Cable - 600V.
			CONDUIT
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14			1½"
5-15			2"
21-83			2" PLASTIC
19-291		2100	1½" TUBING
			CONTROLS
			30 AMP
		2	40 AMP
			60 AMP
			100 AMP.
			PHOTO CELLS
			1000 WATT 120 Volt.
		2	1500 WATT 120 Volt
			1000 WATT 240 Volt
			SHORTING CAP.
			MISC.
3-20			J. HOOK
3-21			GRIP
19-267		17	TAPE (88)
		104	Mult. Compression Fittinga
		104	C-5 Covers

DATE _____ RECEIVED BY _____ 55353B WORK ORDER 7/16/86 DATE _____ ISSUED BY _____

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 180-86

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled

WHEATRIDGE SEC. #1

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(O. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such poritons as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

The attached State of Indiana - Fort Wayne wage scale must be followed and is attached hereto and made a part hereof.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

THE WEIKEL LINE CO., INC.
CORPORATE
SEAL
INC. NOV. 14
1977
INDIANA

DON WEIKEL, PRES
Don Weikel

DON WALDROP, V-PRES
D Waldrop

Subscribed and sworn to before me by DON WEIKEL Don Weikel
this 16 day of July, 19 86.

x C. Victor Desero
Notary Public

My Commission Expires: 5/17/89

Subscribed and sworn to before me by DON WALDROP Waldrop
this 16 day of July, 19 86.

x C. Victor Desero
Notary Public

My Commission Expires: 5/17/89

Subscribed and sworn to before me by _____
this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with All Construction including but not limited to streets, streetlights, sidewalks, buildings, sewers, & water lines -City of Ft. Wayne for the months July, Aug., Sept.-1986 in compliance with the provisions of CHAPTER # 319 of the Acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

ALLEN COUNTY

CRAFT		HOURLY RATE	H & W	PEN	VAC	APPR	MISC	EXP. DATE
ASBESTOS WORKERS	1	18.20	1.32	1.98		.02		12/31/86
BOILERMAKERS	1	18.83	1.475	1.90		.03		
BRICKLAYERS	1	17.43	1.05	1.25		.04	.34PR	5/31/87
CARPENTER (BLDG.)	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/87
" (HIWAY)	1	14.36	1.55	1.25		.05	.05ADMIN .04TICIAN	3/31/87
CEMENT MASONS	1	14.15	1.00	1.00		.10	.05IF	5/31/87
DRYWALL TAPER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/87
ELECTRICIAN	1	18.30	1.25	90¢+ 3%		.08	.03IF 5.75%PEN	5/31/87
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%			
GLAZIERS	1	16.44		.70	.40	.02		9/30/86
IRON WORKER	1	14.45	2.25	2.00	.06		anuity3.00 .02IF	5/31/87
LABORER (BLDG)	1	12.55	1.45	1.00		.09	.05IF	3/31/87
" (HIWAY)	1	11.13	1.45	1.00		.09		3/31/87
" (SEWER)	1	11.13	1.45	1.00		.09		3/31/87
LATHER	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/87
MILWRIGHT & PILEDRIVER	1	16.55	1.50	1.25		.02		5/31/87
OPERATING ENGR. (BLDG)	1	17.60	1.25	1.80		.10	.04IF	5/31/87
" " (HIWAY)	1	16.25	1.25	1.80		.14		3/31/87
" " (SEWER)	1	13.75	1.25	1.60		.10		3/31/87
PAINTER-BRUSH & ROLLER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/87
" SPRAY & SANDBLAST	1	15.10	1.30	1.00		.12	.16 uniform	5/31/87
PLASTER	1	14.43	1.00	1.00		.10	.05IF	5/31/87
PLUMBER & STEAMFITTER	1	19.68	1.00	1.80		.07	.07IF	5/31/87
TILE & TERRAZZO FINISHER								
GRINDERS & MECHANICS	1	14.75						5/31/86
ROOFERS	1	16.10	1.00	.50				5/31/87
SHEET METAL WORKER	1	16.86	1.59	1.92		.19	.61sasmi .19IF .05cola	7/31/86
SPRINKLER FITTERS	1	18.03	1.70	1.60		.10		3/31/87
TEAMSTERS	SEE	ATTACHMENT						

If any CLASSIFICATIONS ARE OMMITED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and forgoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27th DAY OF June 1986

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

Sandra Schwab for Ralph Fortriede
for David Kiester
REPRESENTING THE AWARDING AGENCY

John Lowery
REPRESENTING THE STATE AFL-CIO

T E A M S T E R S B U I L D I N G

Effective thru 6/30/86

Trucks under three (3)tons .....$14.20 per hour

Trucks over three (3) tons .....$14.30 per hour

Truck Driver -
Euclid/Earthmover .....$14.50 per hour

Health & Welfare .....$58.70 per week

Pension .....$51.00 per week

T E A M S T E R S H I G H W A Y

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 7-16, 1984 THE WEIKEL LINE Co. Inc
(Name of Bidder)

By DON WALDROP

VICE-PRESIDENT
Title

Official Address (including ZIP code):

BOX 278
WOODBURN, IN
46797

It is the policy of THE WEIKEL LINE Co that
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy THE WEIKEL LINE Co will not
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The THE WEIKEL LINE will take affirmative action
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

THE WEIKEL LINE Co, Inc
(Name of Company)

D L Waldrop
(Signature of Company Official)

7-16-86
(Date)

THE WEIKEL LINE CO., INC.
CORPORATE SEAL
INC. NOV. 14 1977
INDIANA

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of THE WEIKEL LINE Co, Inc, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of THE WEIKEL LINE Co, Inc, that THE WEIKEL LINE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 16TH day of July, 1986.

THE WEIKEL LINE.
(Name of Bidder/Vendor)

DON WALDROP VP
(Name and Title of Person Signing)

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, DON WALDROP (name), the VICE- (position) of THE WEIKEL LINE Co. INC (company)

hereby certify:

(1) That the Financial Statement of said company, dated the MARCH day of 31, 19~~86~~, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

Dated: 7-16-86

D. Waldrop
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 16th day of July, 1986.

C. Victor Depew

My commission expires:

5-17-89

[illegible] BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC.

as principal and

THE CINCINNATI INSURANCE COMPANY and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid -Dollars ($- - - - - - - - -) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 16th day of July, 19 86.

The condition of this obligation is such that if the accompanying bid or proposal of installing street lights Wheatridge Section #1 Resolution #180-86 made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 16th day of July, 19 86.

THE WEIKEL LINE COMPANY

By:

Principal

THE CINCINNATI INSURANCE COMPANY

Donald R. Rush, Attorney-in-fact
Surety

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE COMPANY, INC.

as Principal, and the CINCINNATI INSURANCE COMPANY

_____, a corporation organized under the laws of the

State of Ohio, and duly authorized to transact business in the

State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne,

Indiana, an Indiana Municipal Corporation in the sum of Twenty six thousand, seven

hundred, twenty six & 15/100

($ 26,726,15), for the payment whereof well and truly to be made.

the Principal and Surety bind themselves, their heirs, executors, administrators,

successors and assigns, jointly and severally, firmly by these presents. The

condition of the above obligation is such that

WHEREAS, the Principal did on the 23rd day of July, 1986,

enter into a contract with the City of Fort Wayne to construct

Street lights - Wheatridge section #1
Resolution #180-86

at a cost of $ 26,726,15, according to certain plans and specifications

prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement

provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnity the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

THE WEIKEL LINE COMPANY, INC.
(Contractor)

BY: [signature]

ITS: V-Pres

ATTEST: [signature]
President

(Title)

THE CINCINNATI INSURANCE COMPANY
Surety

BY: [signature]
Authorized Agent
(Attorney-in-Fact) Donald R. Rush

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

BILL NO. S-86-08-17 (as amended)

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the Water Contract #180-86 - Wheatridge Addition, Section #1 , between the City of Fort Wayne, Indiana and The Weikel Line Co., Inc., in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the annexed Water Contract #180-86 - Wheatridge Addition, Section #1, between the City of Fort Wayne and The Weikel Line Co., Inc., by and through its Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects. The work under said Water Contract requires:

> the installation of underground ornamental lighting system for lots 1 through 122;

the Water Contract price is Fifty-Eight Thousand Seven Hundred Eighty-Eight and 76/100 Dollars ($58,788.76).

SECTION 2. Prior Approval was received from Common Council with respect to this Water Contract, on August 5, 1986. Two (2) copies of the Water Contract, attached hereto, are on file with the City Clerk, and are made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

_____
Councilmember

APPROVED AS TO FORM
AND LEGALITY

_____
Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Eisbart, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 8-12-86 Sandra E. Kennedy

SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____, seconded by _____, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	____	____	_____	_____	_____
BRADBURY	____	____	_____	_____	_____
BURNS	____	____	_____	_____	_____
EISBART	____	____	_____	_____	_____
GiaQUINTA	____	____	_____	_____	_____
HENRY	____	____	_____	_____	_____
REDD	____	____	_____	_____	_____
SCHMIDT	____	____	_____	_____	_____
STIER	____	____	_____	_____	_____
TALARICO	____	____	_____	_____	_____

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. _____ on the _____ day of _____, 19____,

ATTEST: (SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the _____ day of _____, 19____, at the hour of _____ o'clock _____.M.,E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____, 19____, at the hour of _____ o'clock _____.M.,E.S.T.

WIN MOSES, JR., MAYOR

Invitation For Bids/Award of Contract*

(NON-FEDERALLY ASSISTED CONSTRUCTION)

PROJECT: Wheatridge Addition Section #1 CONTRACT#: 180-86

CONTENTS

Check if Contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1 - S2	Schedule
X	S3 - S4	Schedule of Items
X	GP1-GP7	General Provisions
		Special Conditions
		Plans and Specifications
X		Drawings
X		**Specification and Special Provision**

ATTACHMENTS

X		Anti-Apartheid Ordinance
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		State Board of Accounts Form 96A
X		Certificate in Lieu of Form 96A
X		Prevailing Wage Scale - State of Indiana
		Payment Bond
		Warranty Bond
X		**CERTIFICATION OF NON SEGREGATED FACILITIES**
X		**Barricades**

Discount for prompt payment (See General Provisions Clause)	10 Calendar Days ___%	20 Calendar Days ___%	30 Calendar Days ___%	Other ___%

Acknowledgement of Amendments	Amendment No.	Date	Amendment No.	Date

* * * * * * *

BID SUBMITTED
THE WEIKEL LINE Co., INC

CONTRACTOR
BY: DON WALKER
ITS: V-PRESIDENT

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

OFFER DATE: 7-16-86

BIDDER AGREES TO KEEP BID OPEN FOR ACCEPTANCE FOR ___ (90 days unless otherwise specified)

COMPLIANCE: 866
C. 6/86

ACCEPTANCE OF BID/AWARD OF CONTRACT
CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS AND SAFETY

Laurence D. Conrad

CITY OF FORT WAYNE
MAYOR

AWARD DATE: 7-23-86

B.O.W. NON-FEDERAL
AWARD WILL BE MADE ON THIS FORM
APPROVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE DATE

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

July 16 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 16th day of July, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

WHEATRIDGE SECTION #1 Res. 180-86

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of ten percent (10 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of 10 percent (10 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year old in which case the bidder can instead submit a Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

The MBE/~~WBE~~ firm (cross out inapplicable provision) shall have ~~X~~ % participation (employees) ~~X~~ % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ~~50~~ %. (cross out inapplicable provision) 50 %

C. The undersigned commits 8 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. WESTACRES NURSERY	[redacted] 2923 BIRMA Rd	LANDSCAPING
2.		
3.		

D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: WAS UNABLE TO LOCATE WBE OWNED FIRM.

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

WEIKEL LINE CO., INC. CORPORATE SEAL NOV 14 1977 INDIANA

Contractor THE WEIKEL LINE

By DON WALDROP

Its V-PRESIDENT

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements.
The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 25 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: N/A.

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

N/A

(attach additional sheets if necessary)

Contractor THE WEIKEL LINE C

By Don Waldrop

Its Vice-President

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on _____ at _____
(date) (time)
_____ or at such date, time, and place as The
(place)
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☒ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

SCHEDULE

Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, ~~materials~~ equipment, and power for the complete performance of the following project:

Wheatridge Addition Section #1

All work will be performed in accordance with: Resolution # 180-86 the IFB, this contract and the applicable plans, specifications, and drawings for a TOTAL PRICE of $_____. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within _____ days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $_____ per day for each and every day after ___ days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

IN WITNESS WHEREOF, the bidder(s) (a firm) by its Owner(s) named below, hereunto set their hand(s) and seal(s) this ____ day of _____ 198____.

Firm Name: _____

By: _____

_____

IN TESTIMONY WHEREOF, the bidder(s) (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 16th day of July, 1986.

THE WEIKEL LINE Co. Inc
Name of Corporation

By: Don Weikel
President

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

Dated this 16 July 86

ATTEST: Notary
C. Dale Dezer

Comm Expires 5-17-89

Resolution Number 180-86 DATE 7/16/86

PROJECT NAME: Street Lighting - WHEATRIDGE ADDITION - SECTION I

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION	
001	Install 16' Blk Alum. Pole-4' Deep w/Poleset	52 EA	100.00	5200	00
002	Install TC 100R Luminaire & Lamp	52 EA	60.00	3120	00
003	Trench in Earth - 20" Deep	5,025 LF	.90	4522	50
004	Bore or push 1½" tubing under streets, drives, trees, etc...	2,075 LF	4.50	9337	50
005	Install 2/C#6 AWG Wire in trench or conduit	7,860 LF	.35	2751	00
006	Fine Grading, Seeding and Mulch	5,129 LF	.35	1795	15
	TOTAL BID				
				$ 26726	15

ck by RCJ/SLE 7/16/86

WHEATRIDGE ADDITION - SECTION I

STREET LIGHTING MATERIAL LIST

☒ NEW CONSTRUCTION
☐ MAINT.

Stock No	ISS'D	REQ'D	MAST ARMS.
14-31			6 Ft Wood Pole
14-33			30" " "
14-34			4 Ft " "
14-36			6 FT " "
14-37			8 FT " "
14-38			12 FT 1¼" "
14-40			16 FT 1½ " "
14-43			6 FT 2" " "
14-45			12 FT 2" " "
14-47			16 FT 2" " "
14-166			6 FT 2" CONCRETE POLE
14-172			15 FT 2" " "
14-485			11 FT 10" 2" ALUM POLE
14-489			8 FT COMB TRAFFIC + LIGHTING
14-480			6 FT 2" FOR ALUM. POLE
14-482			8 FT 2" " " "
14-497			15 FT 2" FOR SOFT POLE
14-492			8 FT FOR 14-490 POLE
			FIXTURES
14-69			RMA. 117
14-104			175 W.H. TOWN & COUNTRY
14-135			400 " " " "
14-175			SING. STYLEAIRE
14-176			TWIN STYLEAIRE
14-342			400 WATT MERC W/PC
14-345			400 " " N/PC
14-357			6 SIDED HADCO 175W.
14-358			175 W LAWN AIRE
14-352			4 SIDED HADCO.
14-356			175 W PACKAGE Light.
14-365			175 W. W/PC
14-366			175 W OPEN
14-367			175 W N/PC
		52	100 W. Sodium TAC
			150 W " ENCLOSED
14-354			250W " "
14-355			400W " "
14-356			1000 W " "
14-357			250 W " ELEV.
			400 W. FLOOD MERC.
			1000 W " "
			1500W QUARTZ MB
			" " NB
			" " WB
			2 LAMP FLUR.
			4 " "
			Socket Position
			POLES
14-71			18 Ft FOR RMA
14-149			25 Ft ALUM FOR TRANS BASE
14-163			25 FT. CONCRETE (IN LINE)
14-163X			" " " (DEADEND)
14-164			28 FT " " "
14-165			28 FT " (IN LINE)
14-174			27 FT " Bolt Down
14-450		52	16 FT EMBEDDED BLK
14-452			16 FT " SILVER
14-454			12 FT ANCHOR BASE BLK.
14-456			12 FT " " SILVER.
14-458			8 FT " " BLK
14-470			30' " " UNDERSPAN
14-472			30' " " O.H. IN LINE
14-474			30' " " " DEAD END
14-476			35' " " UNDERGROUND
14-478			35' " " 2-BKT
14-479			35' " " 1-BKT
14-490			35' " " " TRANS BASE
14-491			TRANS BASE - 35' DALE
14-495			50' ALUM 3/c TRANS. BASE
14-496			TRANS BASE - 50' POLE

Stock No.	ISS'D	REQ'D	WIRE
4-100			2/c #12 UF
4-120			2/c #10 UF
4-156			1/c #8 UF
4-188			#8 VULKENE
4-360			2/c #6 ALUM.
4-363			3/c #4 ALUM.
4-350			1/c #4 UF
4-355			2/c #4 UF
4-340			3/c #2 DUCT-CABLE
18-44		1350	1/c #12 TW
		7860	2/C#6 Tray Cable - 600V.
			CONDUIT
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14			1½"
5-15			2"
21-83			2" PLASTIC
19-291		2100	1½" TUBING
			CONTROLS
			30 AMP
		2	40 AMP
			60 AMP
			100 AMP.
			PHOTO CELLS
			1000 WATT 120 Volt.
		2	1500 WATT 120 Volt
			1000 WATT 240 Volt
			SHORTING CAP.
			MISC.
3-20			J. HOOK
3-21			GRIP
19-267		17	TAPE (88)
		104	Mult. Compression Fittinga
		104	C-5 Covers

55353B — WORK ORDER

7/16/86 — DATE

DATE — RECEIVED BY — ISSUED BY

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 180-86

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled

WHEATRIDGE SEC. #1

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of poly-urethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(O. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such poritons as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

The attached State of Indiana - Fort Wayne wage scale must be followed and is attached hereto and made a part hereof.

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and _____

_____

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

DON WEIKEL, PRES

DON WALDROP V-PRES

Subscribed and sworn to before me by DON WEIKEL

this 16 day of July, 19 86.

C. Walton Degen
Notary Public

My Commission Expires: 5/17/89

Subscribed and sworn to before me by DON WALDROP

this 16 day of July, 19 86.

C. Walton Degen
Notary Public

My Commission Expires: 5/17/89

Subscribed and sworn to before me by _____

this _____ day of _____, 19 ___.

_____
Notary Public

My Commission Expires: _____

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with All Construction including but not limited to streets, streetlights, sidewalks, buildings, sewers, & water lines -City of Ft. Wayne for the months July, Aug., Sept.-1986 in compliance with the provisions of CHAPTER # 319 of the Acts of the General Assembly of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

ALLEN COUNTY

CRAFT		HOURLY RATE	H & W	PEN	VAC	APPR	MISC	EXP. DATE
ASBESTOS WORKERS	1	18.20	1.32	1.98		.02		12/31/86
BOILERMAKERS	1	18.83	1.475	1.90		.03		
BRICKLAYERS	1	17.43	1.05	1.25		.04	.34PR	5/31/87
CARPENTER (BLDG.)	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/87
" (HIWAY)	1	14.36	1.55	1.25		.05	.05ADMIN .04CIAB	3/31/87
CEMENT MASONS	1	14.15	1.00	1.00		.10	.05IF	5/31/87
DRYWALL TAPER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/87
ELECTRICIAN	1	18.30	1.25	90c+ 3%		.08	.01IF 5.75%PEN	5/31/87
ELEVATOR CONSTRUCTOR	1	17.32	1.64½	1.27	8%			
GLAZIERS	1	16.44		.70	.40	.02		9/30/86
IRON WORKER	1	14.45	2.25	2.00	.06		annuity3.00 .02IF	5/31/87
LABORER (BLDG)	1	12.55	1.45	1.00		.09	.05IF	3/31/87
" (HIWAY)	1	11.13	1.45	1.00		.09		3/31/87
" (SEWER)	1	11.13	1.45	1.00		.09		3/31/87
LATHER	1	16.15	1.50	1.25		.02	.01PR .04IF	5/31/87
MILWRIGHT & PILEDRIVER	1	16.55	1.50	1.25		.02		5/31/87
OPERATING ENGR. (BLDG)	1	17.60	1.25	1.80		.10	.04IF	5/31/87
" " (HIWAY)	1	16.25	1.25	1.80		.14		3/31/87
" " (SEWER)	1	13.75	1.25	1.60		.10		3/31/87
PAINTER-BRUSH & ROLLER	1	14.10	1.30	1.00		.12	.16 uniform	5/31/87
" SPRAY & SANDBLAST	1	15.10	1.30	1.00		.12	.16 uniform	5/31/87
PLASTER	1	14.43	1.00	1.00		.10	.05IF	5/31/87
PLUMBER & STEAMFITTER	1	19.68	1.00	1.80		.07	.07IF	5/31/87
TILE & TERRAZZO FINISHERS								
GRINDERS & MECHANICS	1	14.75						5/31/86
ROOFERS	1	16.10	1.00	.50				5/31/87
SHEET METAL WORKER	1	16.86	1.59	1.92		.19	.61sasmi .19IF .06cola	7/31/86
SPRINKLER FITTERS	1	18.03	1.70	1.60		.10		3/31/87
TEAMSTERS	SEE ATTACHMENT							

If any CLASSIFICATIONS ARE OMMITED IN THE ABOVE SCHEDULE, PREVAILING WAGE SCALE BE PAID the above and forgoing shall be minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 27th DAY OF June 1986

Sue Stone
REPRESENTING GOVERNOR OF INDIANA

Sandra Schwab for Ralph Fortriede
for David Kiester
REPRESENTING THE AWARDING AGENCY

John Feeney
REPRESENTING THE STATE AFL-CIO

T E A M S T E R S B U I L D I N G

Effective thru 6/30/86

Trucks under three (3)tons .....$14.20 per hour

Trucks over three (3) tons .....$14.30 per hour

Truck Driver -
Euclid/Earthmover .....$14.50 per hour

Health & Welfare .....$58.70 per week

Pension .....$51.00 per week

TEAMSTERS HIGHWAY

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date: 7-16, 1986 THE WEIKEL LINE Co. Inc
(Name of Bidder)

By DON WALDROP

VICE-PRESIDENT
Title

Official Address (including ZIP code):

BOX 278
WOODBURN, IN
46797

It is the policy of THE WEIKEL LINE Co (Company) that

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy THE WEIKEL LINE Co (Company) will not

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The THE WEIKEL LINE (Company) will take affirmative action

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

THE WEIKEL LINE Co, Inc
(Name of Company)

D. L. Wallace
(Signature of Company Official)

7-16-86
(Date)

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of THE WEIKEL LINE Co, INC, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of THE WEIKEL LINE Co, INC, that THE WEIKEL LINE does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 16TH day of July, 1986.

THE WEIKEL LINE.
(Name of Bidder/Vendor)

DON WALDROP VP
(Name and Title of Person Signing)

THE WEIKEL LINE CO. INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, DON WALDROP (name), the VICE- (position) of THE WEIKEL LINE CO. INC (company)

hereby certify:

(1) That the Financial Statement of said company, dated the MARCH day of 31, 19~~85~~, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

Dated: 7-16-86

D Waldrop
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 16th day of July, 19 86.

C. Victor Depew

My commission expires:

5-17-89

[illegible] BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we THE WEIKEL LINE COMPANY, INC. as principal and THE CINCINNATI INSURANCE COMPANY and as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Maximum Bid - Dollars ($- - - - - - - - -) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana this 16th day of July, 19 86.

The condition of this obligation is such that if the accompanying bid or proposal of installing street lights Wheatridge Section #1 Resolution #180-86 made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Fort Wayne, Indiana this 16th day of July, 19 86.

THE WEIKEL LINE COMPANY

By:

Principal

THE CINCINNATI INSURANCE COMPANY

Donald R. Rush, Attorney-in-fact
Surety

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE COMPANY, INC. as Principal, and the CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Twenty six thousand, seven hundred, twenty six & 15/100 ($ 26,726,15), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 23rd day of July, 1986, enter into a contract with the City of Fort Wayne to construct

Street lights - Wheatridge section #1
Resolution #180-86

at a cost of $ 26,726,15, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnity the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

THE WEIKEL LINE CO., INC.
CORPORATE
SEAL
INC. NOV. 14
1977
INDIANA

THE WEIKEL LINE COMPANY, INC.
(Contractor)

BY: Don Waldrop

ITS: V-Pres

ATTEST:

Don Weikel

President

(Title)

THE CINCINNATI INSURANCE COMPANY
Surety

BY: Donald R. Rush
Authorized Agent
(Attorney-in-Fact) Donald R. Rush

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

7361

Admn. Appr. _____

DIGEST SHEET

S-86-08-17 (as amended)

TITLE OF ORDINANCE Street Light Contract 180-86 - Wheatridge Addition Section #1

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE Street Light Contract 180-86 is for Wheatridge Addition, Section #1 for the installation of underground ornamental lighting system for lots 1 through 122. The Weikel Line Company, Inc. is the contractor.

PRIOR APPROVAL RECEIVED 8/5/86

EFFECT OF PASSAGE Improved lighting conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $58,788.76

ASSIGNED TO COMMITTEE (PRESIDENT) _____

BILL NO. S-86-08-17 (as amended)

P.D.

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Water Contract #180-86 - Wheatridge Addition, Section #1, between the City of Fort Wayne, Indiana and The Wekel Line Co., Inc., in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

YES		NO
✓	PAUL M. BURNS CHAIRMAN	
✓	THOMAS C. HENRY VICE CHAIRMAN	
✓	BEN A. EISBART	
✓	JAMES S. STIER	
✓	MARK E. ~~GiaQUINTA~~	

CONCURRED IN 8-26-86

SANDRA E. KENNEDY
CITY CLERK